

Removal is timely. *See* 28 U.S.C. § 1446(b); *Bd. of Regents of Univ. of Tex. Sys. v. Nippon Tel. & Tel. Corp.*, 478 F.3d 274, 278 (5th Cir. 2007).

2. This is a case regarding Plaintiff's business relationship with Defendant Rentar Environmental Solutions, Inc. Plaintiff claims that, in 2007 it entered into a contract under which Plaintiff would act as Rentar's distributor in India and other foreign countries. *See* PL's PET. at ¶¶ 7. Plaintiff claims that, in 2010, Rentar conspired with the other defendants to replace Plaintiff with 21st Century. *Id.* at 27-28. Plaintiff alleges that Defendants' actions constituted breach of contract, promissory estoppel/detrimental reliance, unjust enrichment, common law fraud, civil conspiracy and interference with Plaintiff's contract and business relationship. *Id.* at ¶¶ 31-38.

3. Plaintiff prays for monetary relief in the form of general damages, special damages, exemplary damages, attorney's fees and pre and post judgment interest. *Id.* at ¶ 39-42.

BASIS FOR REMOVAL

4. Removal is proper because there is complete diversity of citizenship between the parties and the alleged amount in controversy exceeds \$75,000.00. 28 U.S.C. § 1332(a).

A. Diversity of Citizenship

5. Plaintiff is domiciled in the State of Texas. PL's PET. at ¶ 1.
6. Defendant Gregory E. Georgas is domiciled in Florida. *Id.* at 2.
7. Defendant 21st Century Planet Fund L.L.C. is domiciled in Florida. *Id.* at 2. The sole member of this limited liability company is Defendant Gregory E. Georgas. *Id.* at 2.
8. Defendant Rentar Environmental Solutions Inc. is domiciled in Delaware. *Id.* at 2.
9. Defendant Michael P. Hoban is domiciled in Florida. *Id.* at 2.
10. Defendant Venkat Kumar Tangirala is domiciled in Virginia. *Id.* at 2.

11. Defendant Ravi Kumar Tangirala is domiciled in Virginia. *Id.* at 2.

12. Because Plaintiff is a citizen of Texas and the defendants are citizens of Delaware, Florida and Virginia, there is complete diversity among the parties. *See* 28 U.S.C. § 1332(c)(1).

B. Amount in Controversy

13. The amount in controversy exceeds the jurisdictional limits of this Court; Plaintiff's Petition alleges it seeks the recovery of at least \$250,000.00, and potentially millions of dollars. Removal is proper where a defendant can show that the amount in controversy is greater than the jurisdictional minimum. *See St. Paul Reinsurance Co. Ltd. v. Greenburg*, 134 F.3d 1250, 1253 n.13 (5th Cir. 1998) ("The test is whether it is more likely than not that the amount of the claim will exceed [the jurisdictional minimum]."); *see also White v. FCI USA, Inc.*, 319 F.3d 672, 675 (5th Cir. 2003) (affirming district court's conclusion that it was "more probable than not" that damages were over \$75,000 where the total amount of relief was not stated in the petition). A defendant can meet its burden if it is "facially apparent" from the petition that the claims probably exceed \$75,000, or if the defendant introduces other evidence to show that the amount in controversy more likely than not exceeds \$75,000. *Manguno v. Prudential Prop. & Cas. Ins. Co.*, 276 F.3d 720, 723 (5th Cir. 2002); *Ham v. Board of Pensions of the Presbyterian Church*, No. 3:04-CV-2692-P, 2005 U.S. Dist. LEXIS 3682, at *6-9 (N.D. Tex. Mar. 8, 2005); *Carnahan v. South Pac. R.R. Transp. Co.*, 914 F. Supp. 1430, 1431-32 (E.D. Tex. 1995).

14. From the allegations and causes of action set forth in the Petition, it is more probable than not that the total amount in controversy exceeds \$75,000. Plaintiff has asserted causes of action for breach of contract, promissory estoppel / detrimental reliance, unjust

enrichment, common law fraud, civil conspiracy, interference with a business relationship, and interference with contract. While Plaintiff has not articulated the specific damages sought for each cause of action, Plaintiff has alleged that it seeks to recover its general damages, special damages, exemplary damages, and attorney's fees. Plaintiff has articulated that the damages it seeks for its claims for unjust enrichment exceed \$75,000.00. In this regard, Plaintiff contends that it spent over \$250,000.00 in research and marketing to promote Rentar's products. PL's PET. at ¶ 34. The damages recoverable for unjust enrichment are the reasonable value of services and materials (and value has been construed to mean the expenses incurred while providing those services and materials). *See City of Houston v. Swinerton Builders, Inc.*, 233 S.W.3d 4, 10 n.7 (Tex. App. – Houston [1st Dist.] 2007, no pet.); *PIC Rlty. Corp. v. Southfield Farms, Inc.* 832 S.W.2d 610, 616 (Tex. App. – Corpus Christi 1992, no writ). Accordingly, Plaintiff purportedly seeks \$250,000.00 in damages for this claim. Moreover, Plaintiff has alleged interference with relationships allegedly worth "many millions of dollars." PL's PET. at ¶¶ 9-10. Based on these allegations, it is more probable than not that the total amount in controversy exceeds \$75,000.00.

15. Consequently, because there is complete diversity between the parties and the amount in controversy exceeds the jurisdictional requirements, this Court has jurisdiction over this matter by virtue of diversity.

JURY DEMAND

16. Plaintiff did not demand a jury in the state-court suit.

REMOVAL REQUIREMENTS

17. This action is properly removed to this Court, as the State Court Action is pending within this district and division. 28 U.S.C. § 1441.

18. Pursuant to Southern District of Texas Local Rule 81, and 28 U.S.C. § 1446(a), this Notice of Removal is accompanied by copies of the following:

- (a) An index of matters being filed is attached hereto as Exhibit A.
- (b) The state court docket sheet, all executed process in the case, all pleadings asserting causes of action, e.g. petitions, counterclaims, cross actions, third-party actions, interventions and all answers to such pleadings, all orders signed by the state judge is attached hereto as Exhibit B.
- (c) A list of all counsel of record, including addresses, telephone numbers and parties represented is attached hereto as Exhibit C.

19. Rentar Environmental Solutions, Inc., Michael Hoban, Venkat Kumar Tangirala, and Ravi Kumar Tangirala hereby consent to the removal of this lawsuit to federal court.

20. Simultaneously with the filing of this Notice of Removal, Defendants are filing copies of the Notice in the 268th Judicial District of Fort Bend County, Texas, pursuant to 28 U.S.C. § 1446(d).

21. Defendants will promptly give all parties written notice of the filing of this Notice of Removal as required by 28 U.S.C. § 1446(d).

CONCLUSION

For these reasons, Defendants ask the Court to remove this action from the 268th Judicial District of Fort Bend County, Texas to the United States District Court for the Southern District of Texas, Houston Division, so that this Court may assume jurisdiction over the cause as provided by law.

Respectfully submitted,

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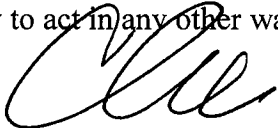
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***ATTORNEYS FOR DEFENDANTS, 21ST
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GREGORY E. GEORGAS***

CERTIFICATE OF CONFERENCE

I hereby certify that my office has spoken with Rentar Environmental Solutions, Inc., Michael Hoban, Venkat Kumar Tangirala, and Ravi Kumar Tangirala about removal of this action. Each of them consented to the removal of this action to federal court, and each has authorized 21st Century and Georgas to formally represent to the Court on their behalf that they have consented to the removal. 21st Century and Georgas's authorization on behalf of Rentar Environmental Solutions, Inc., Michael Hoban, Venkat Kumar Tangirala, and Ravi Kumar Tangirala is limited solely to representing to the Court that they consent to removal of this action. 21st Century and Georgas do not have authority to act in any other way on their behalf.


Chris Verducci

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been sent to all parties shown below, via electronic notification, certified mail return receipt requested, facsimile, or hand delivery on this the 6th day of May, 2011:

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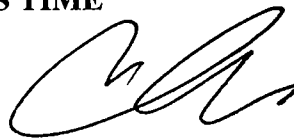
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